



## ***AmeriCorps Contract***

### **I. PURPOSE**

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of \_\_\_\_\_ (hereinafter referred to as the "member") in the \_\_\_\_\_ AmeriCorps Program (hereinafter referred to as the "Program").

### **II. MINIMUM QUALIFICATIONS**

The member certifies that he/she is a United States citizen, a United States national, or a lawful permanent resident alien and at least 17 years of age (or at least 16 years of age if the member is an out-of-school youth and a participant in one of two types of youth corps defined under the National and Community Service Act of 1990, as amended).

### **III. TERMS OF SERVICE**

The member's term of service begins on \_\_\_\_\_ and ends on \_\_\_\_\_. The program and the member may agree, in writing, to extend this term of service for the following reasons:

1. The member's service has been suspended due to compelling personal circumstances.
2. The member's service has been terminated, but a grievance procedure has resulted in reinstatement.

The member will complete a minimum of 1700\* hours (900 hours for part-time) of service during this period.  
***[\*Or the exact number of hours your program requires -- must be at least 1700 for full-time]***

The member understands that to successfully complete the term of service (as defined by the program and consistent with regulations of the Corporation for National Service) and to be eligible for the education award, he/she must satisfactorily complete at least 1700 (900) hours of service and satisfactorily complete pre-service training and the appropriate education/training that relates to the member's ability to perform service ***[You should customize this section to note any specific training requirements or other service requirements of your program. e.g., CPR, first aid, mediation and conflict resolutions skills and service-learning activities].***

The member understands that to be eligible to serve a second term of service the member must receive satisfactory performance reviews for any previous term of service. The member's eligibility for a second term of service with this program will be based on at least a mid-term and end-of-term evaluation of the member's performance focusing on factors such as whether the member has:

1. Completed the required number of hours
2. Satisfactorily completed assignments, tasks, or projects
3. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.

The member understands, however, that the mere eligibility for an additional term of service does not guarantee selection or placement.

#### IV. POSITION DESCRIPTION

[In this section, the program should include the position description for the individual member to whom the contract applies. The position description should specify the types of duties, service activities, and assignments the member will be expected to complete.]

The name of the member's direct supervisor is \_\_\_\_\_.

#### V. BENEFITS

A. The member will receive from the program the following benefits:

- A living allowance in the amount of \$\_\_\_\_\_.  
The living allowance is taxable, and taxes will be deducted directly from the living allowance.  
The living allowance will be distributed *[weekly/biweekly]* by *[direct deposit]* *[Check]* starting on \_\_\_\_ [date] \_\_\_\_\_. The biweekly amount will be \_\_\_\_\_.

**2. *[Health benefits (if the member is eligible). The health insurance policy is attached.]***

If applicable, a childcare allowance of \_\_\_\_\_ will be provided by the National Association of Child Care Resources and Referral Agencies (NACCRRA) directly to the provider, if the member qualifies for the allowance. (NACCRRA will distribute this allowance evenly over the term of service on a bi-weekly).

B. Upon successful completion of the member's term of service, the member will receive an education award from the National Service Trust. For successful completion of a full-time term, the member will receive an education award in the amount of \$4,725. For successful completion of a part-time term, the member will receive an education award of *[up to \$2362.50.]*

If the member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the member agrees to obtain a high school diploma or its equivalent before using the education award. This requirement can be waived if the member is enrolled in an institution of higher education on an ability to benefit basis or the program has waived this requirement due to the results of the member's education assessment.

The member understands that his or her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award.

C. If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service.

## VI. RULES OF CONDUCT

### \*\*\*\*REVIEW AMERICORPS GRANT PROVISIONS FOR SPECIFIC INFORMATION.

A. At no time may the member:

1. Engage in any activity that is illegal under local, state or federal law.
2. Engage in activities that pose a significant safety risk to others.

Engage in any AmeriCorps prohibited activities that include:

- attempting to influence legislation or an election;
- assisting, promoting, or deterring union organizing;
- engaging in religious instruction;
- conducting worship services;
- engaging in any form of religious proselytization;
- organizing or engaging in protests, petitions, boycotts, or strikes;
- impairing existing contracts for services or collective bargaining agreements;
- participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, proposed legislation, or elected officials;
- or providing a direct benefit to a for-profit entity, a labor union, a partisan political organization;
- engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- voter registration drives;
- Other activities that the Corporation determines will be prohibited upon notice to the Grantee.

B. The member is expected to, at all times while acting in an official capacity as an AmeriCorps Member:

***[NOTE: The following are given as examples only. You should customize this section to include all relevant requirements for your program.]***

1. Demonstrate mutual respect towards others.
2. Follow directions.
3. Direct concerns, problems, and suggestions to *[designate the appropriate program official here]*.

C. The member understands that the following acts also constitute a violation of the program's rules of conduct:

***[NOTE: The following are given as examples only. You should customize this section to include all relevant requirements for your program.]***

1. Unauthorized tardiness.
2. Unauthorized absences.
3. Repeated use of inappropriate language (i.e. profanity) at a service site.
4. Failure to wear appropriate clothing to service assignments.
5. Stealing or lying.
6. \*\*Engaging in any activity that may physically or emotionally damage other members of the program or people in the community.
7. \*\*Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service.
8. \*\*Consuming alcoholic beverages during the performance of service activities.
9. \*\*Being under the influence of alcohol or any illegal drugs during the performance of service

activities.

10. **\*\*Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.**

***[\*\*Your program may want to have these violations result in immediate termination or something more severe than having them remedied through the progressive discipline system described below. If so, you will need to move them out this section and add them to the subsection VII(B)(4) below.]***

Under the Drug-Free Workplace Act, you must immediately notify the Program Director if you are convicted under any criminal drug statute. Your participation in the Program is conditioned upon compliance with this notice requirement and we will take action for violation of this.

In general, for violating the above stated rules in section VI(C), the program will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance):

1. For the member's first offense, an appropriate program official will issue a verbal warning to the member.
  2. For the member's second offense, an appropriate program official will issue a written warning and reprimand the member.
  3. For the member's third offense, the member may be suspended for one day or more without compensation and will not receive credit for any service hours missed.
  4. For the fourth offense, the program may release the member for cause.
- D. The member understands that he/she will be either suspended or released for cause in accordance with paragraphs (B), (D), and (E) of section VII of this agreement for committing certain acts during the term of service including but not limited to being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance.

## **VII. RELEASE FROM TERMS OF SERVICE**

- A. The member understands that he/she may be released for the following two reasons:
1. For cause, as explained in paragraph (B) of this section; or
  2. For compelling personal circumstances as defined in paragraph (C) of this section.
- B. The program will release the member for cause for the following reasons:
1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official;
  2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
  3. The member has committed a fourth offense in accordance with paragraph (E) of section VI of this agreement;
  4. The member has committed any of the offenses listed in ***[Your program may want to add the \*\*violations in section VI(C) 6-10 here or any others you deem appropriate]***; or
- Any other serious breach that in the judgment of the director of the Program would undermine the effectiveness of the program.
- C. The Program may release the member from the term of service for compelling personal circumstances if the member demonstrates that:

1. The member has a disability or serious illness that makes completing the term impossible;
2. There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for the member;
3. The member has Military service obligations;
4. The member has accepted an opportunity to make the transition from welfare to work; or
5. Some other unforeseeable circumstance beyond the member's control makes it impossible or unreasonably difficult for the member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or the program.

D. Compelling personal circumstances do not include leaving the Program:

1. To enroll in school;
2. To obtain employment, other than in moving from welfare to work; or
3. Because of dissatisfaction with the program.

E. The Program may suspend the member's term of service for the following reasons:

1. During the term of service the member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the member is found not guilty or the charge is dismissed, the member may resume his/her term of service. The member, however, will not receive back living allowances or credit for any service hours missed.)
2. During the term of service the member has been convicted of a first offense of possession of a controlled substance. (If, however, the member demonstrates that he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term of service. The member will not receive back living allowances or credit for any service hours missed.)
3. The Program may suspend the member's term of service for violating the rule of conduct provisions in accordance with the rules set forth in paragraph (C) of section VI of this agreement.

F. If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraph (B), (D), and (E), the member will cease to receive the benefits described in paragraph (A) of section V and will receive no portion of the education award or interest payments.

G. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of section VII of this agreement, the member will cease to receive benefits described in section V.

## **VIII. GRIEVANCE PROCEDURES**

- A. The member understands that the Program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation or proposed service assignment.
- B. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance procedure. ***[Incorporate your grievance procedure into the body of this section].***

**IX. AMENDMENTS TO THIS AGREEMENT**

This agreement may be changed or revised only by written consent by both parties.

**X. AUTHORIZATION**

The member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. (If the member is under the age of 18 years old, the member’s parent or legal guardian must also sign.)

AmeriCorps Member

AmeriCorps Program Director

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Parent/Legal Guardian*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*